

Kerry Allen
36 Addison

UNOFFICIAL COPY

C
COLE TAYLOR BANK

92709700

MORTGAGE

COLE TAYLOR BANK
P.O. BOX 80044
CHICAGO, IL 60690-9743

The MORTGAGOR(S) COLE TAYLOR BANK AS TRUSTEE U/T/A DATED APRIL 16, 1992 AND KNOWN AS TRUST NO. 92-4130
of the City of MUNDELEIN County of LAKE and State of ILLINOIS
MORTGAGE(S) and WARRANT(S) to COLE TAYLOR BANK, a(n) BANKING CORPORATION with its principal place of
business in CHICAGO, ILLINOIS, the Mortgagee, the following described real estate:
SEE SCHEDULE A ATTACHED

DEPT-01 RECORDING 129 50
TR9997 TRAN 2620 09/25/92 09:42:00
#052 # 92-4130-9709700
COOK COUNTY RECORDER

situated in the County of LAKE in the State of ILLINOIS

TOGETHER with all buildings, fixtures and improvements now or hereafter erected thereon, the appurtenances thereto, the rents, issues, and profits, and all right, title, and interest of the Mortgagors in and to said real estate.

The Mortgagors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of ILLINOIS and the United States of America.

This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement dated JULY 29, 19 92 between Mortgagor(s) and Mortgagee. A copy of such Agreement may be inspected at the Mortgagee's office. The Mortgage secures not only indebtedness outstanding at the date hereof, if any, but also such future advances as are made pursuant to such Agreement within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof, although there may be no advances made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total amount secured hereby shall not exceed \$ TWENTY FIVE THOUSAND AND 00/100 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements.

MORTGAGORS COVENANT AND WARRANT:

1. To pay the indebtedness as hereinbefore provided.
2. To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to comply with or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever; not to remove, demolish, or materially alter any building or other property now or hereafter covered by the lien of this mortgage without the prior written consent of the Mortgagee.
3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other casualty covered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, against any other risk insured against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mortgagee. Mortgagors shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagors grant Mortgagee power to settle or compromise all claims under all policies and to demand a receipt for all moneys becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the moneys secured by this mortgage or be paid over wholly or in part to the Mortgagors for the repair of said buildings or for the erection of new buildings in their place.
4. To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or liens on or levied against the premises or any part thereof.
5. Mortgagors have good title to the premises and have the right to mortgage the same and shall make, execute, acknowledge or deliver in due form of law all such further or other deeds or assurances as may, at any time hereafter, be required for more fully and effectively carrying out the mortgage to the premises described and shall defend said premises from all and any person, firm or corporation deriving any estate, title or interest therein against said Mortgagors and all persons claiming through the Mortgagors.
6. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
7. Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee.

92709700

2950
b

UNOFFICIAL COPY

9 2 / 0 9 / 0 0

SCHEDULE A

LOT 3 IN BLOCK 7 IN ARTHUR DUNAS MUNDELEIN MANOR SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER AND THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 25, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 16, 1926, IN BOOK 'Q' OF PLATS, PAGE 26, AS DOCUMENT 284669 IN LAKE COUNTY, ILLINOIS
PIN# 10 25 108 015 AKA 58 N. IDLEWID, MUNDELEIN, IL. 60040

Property of Cook County Clerk's Office

92709760

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

02 / 09 / 00

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Cole Taylor Bank on account of this instrument or on any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

COLE TAYLOR BANK TRUSTEE
as aforesaid

Property of Cook County Clerk's Office

92709700

UNOFFICIAL COPY

Property of Cook County Clerk's Office

92703700